

IEA, INC.

PROPOSAL



Contact Us:

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BROOKLYN PARK, MN 55445
763-315-7900

MANKATO OFFICE

610 N. RIVERFRONT DRIVE
MANKATO, MN 56001
507-345-8818

ROCHESTER OFFICE

210 WOOD LAKE DRIVE SE
ROCHESTER, MN 55904
507-281-6664

BRAINERD OFFICE

601 NW 5TH ST. SUITE #4
BRAINERD, MN 56401
218-454-0703

MARSHALL OFFICE

1420 EAST COLLEGE DRIVE
MARSHALL, MN 56258
507-476-3599

VIRGINIA OFFICE

5525 EMERALD AVENUE
MOUNTAIN IRON, MN 55768
218-410-9521

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800-233-9513

Fiscal Year 2022-2024 Environmental, Health, and Safety Management Services for WEM Public Schools

MAY 7, 2021

PROPOSAL #9696

Fiscal Year 2022-2024 - EH&S Management Services

PROPOSAL PROVIDED TO:

Joel Whitehurst
Superintendent
WEM Public Schools
500 E Paquin Street
Waterville, MN 56096
Phone: (507) 362-4432
E-mail: jwhitehurst@wem.k12.mn.us

PROPOSAL CONTACT:

Susan Liebl
Senior Account Manager
IEA, Inc.
610 North Riverfront Drive
Mankato, MN 56001
Phone: (507) 345-8818
E-mail: Susan.Liebl@ieasafety.com

PROJECT INTRODUCTION

In an effort to reduce or eliminate injuries and maintain compliance with federal and state regulations, WEM Public Schools has requested assistance with the management of its environmental, health, and safety (EH&S) program. IEA, Inc. is pleased to offer this proposal to provide an integrated support team specifically selected to meet your EH&S compliance needs.

IEA is committed to providing trusted health and safety solutions to our private and public organizations. IEA associates offer a complete range of experiences to create a capable health and safety team that can respond to your district specific requirements. Please refer to our website www.ieasafety.com or to the attached Company Profile (Appendix A) for information regarding IEA, Inc.

SCOPE OF WORK

IEA will provide EH&S management services to assist in compliance with OSHA standards and regulations from the Minnesota Department of Health, Minnesota Pollution Control Agency, International Fire Code, or other applicable agencies. Please see IEA's List of Services (Appendix B) for a list of possible projects and related tasks.

IEA will discuss the priorities of the District to collectively determine a course of action for time allotted in the contract period. IEA will continue to communicate with the district on a regular basis to confirm that the district's priorities have not changed. IEA will remain flexible to accommodate the district's needs.

Actual compliance remains wholly the responsibility of WEM Public Schools. Regulatory compliance is ongoing, and the participatory process is critical for reaching district objectives.

LIMITATIONS & ASSUMPTIONS

Although IEA will remain flexible to accommodate the District's needs, project work involving UFARS codes other than 352 such as sampling, equipment fees, additional contractors, or labor categories other than those listed below is not included in this scope of work. If additional services are requested, IEA will provide a project-specific scope of work and associated fee.

While some firms maintain ownership of their written management plans, the work we do for your district is customized for you and becomes the property of your district.

Please note that hours may be spent working at IEA's office for access to resources or references necessary to complete a project.

Management plans and documents may be provided electronically to the District upon request with the understanding that IEA is not responsible for changes made after the date of submittal. Documents provided by IEA are developed for exclusive use by your district and are not intended to be shared, distributed, or sold to any other party.

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WEM Public Schools is expected to provide sufficient workspace and support resources (office supplies, equipment, clerical support, and network connection to internet) as required to perform services under this contract.

IEA will assist the District in compliance with applicable standards and regulations; however, actual compliance remains the responsibility of WEM Public Schools.

COMPENSATION

IEA will act as your on-site environmental, health, and safety consultant and will provide 21 days of service annually under this contract. You will only be invoiced for actual work on your projects. Estimated costs for these services are as follows:

July 1, 2021–June 30, 2022.....	\$16,013
July 1, 2022–June 30, 2023.....	\$16,462
July 1, 2023–June 30, 2024.....	\$16,925

All travel, mileage, and expenses are included in these amounts. Additional EH&S management service hours are available to the District upon request and will be billed at the contract rate plus reimbursable expenses. For project work beyond the services outlined in this proposal and/or any changes to the agreed upon scope of work, IEA will obtain approval through a new proposal or client-authorized change order.

SCHEDULE

IEA’s services will commence on July 1, 2021, pending receipt of the signed proposal.

The contract will be valid from July 1, 2021 through June 30, 2024.

PROPOSAL TERMS

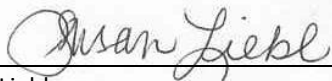
Terms on payment of services are net 30 days after invoicing, with interest added to unpaid balances. Please review the attached General Conditions (Appendix C), which are a part of this proposal, for more detail

Fiscal Year 2022-2024 - EH&S Management Services

AUTHORIZATION TO PROCEED

We appreciate the opportunity to present this proposal for Environmental, Health, and Safety Management Services. Please sign this authorization to proceed and e-mail to Susan.Liebl@ieasafety.com. Retain the original for your records. We will begin the project at the time we receive this written documentation to proceed.

IEA, Inc.



Susan Liebl
Senior Account Manager
EHS Division

Please proceed according to the above stated fees, terms, attached General Conditions, and proposal #9696 dated May 7, 2021.

Printed Name

Authorized Signature

Date

UFARS Code or PO Number

Appendix A

Company Profile



The Institute for Environmental Assessment, Inc. (IEA) is small business founded in 1984. IEA is committed to provide practical, cost-effective environmental safety consulting compliance for private and public organizations. IEA's work is centered on the built environment. Through our expertise, experience and reputation, IEA delivers the most practical, thorough, and up-to-date services in the ever-changing dynamics of indoor environments.

With offices in Brooklyn Park, Rochester, Mankato, Brainerd and Marshall, Minnesota, IEA has a staff of 50 professionals who provide consultative services in specialized areas. Our clients include school districts, hospitals, government agencies and businesses in a variety of industries throughout the country. Our experts design and execute solutions that accomplish specific goals of your company.

Environmental Project Design and Management

IEA employs a team of experienced and EPA-Certified Licensed Asbestos Inspectors, Management Planners, Site Supervisors, Project Designers, and Lead Risk Assessors. IEA provides asbestos awareness training, demolition surveys, material inspection sampling and assessments, hazardous waste removal and clean-up management plans, AHERA inspections, lead sampling inspection, and project management.

Our company is widely recognized for its knowledge in asbestos and lead project design and management, including AHERA and NESHAP compliance.

Indoor Environmental Quality (IEQ)

IEA has capabilities to provide comprehensive IEQ assessments and solutions to building owners and managers. Our team of certified industrial hygienists, environmental consultants, public health personnel, and engineers are available to assist in resolving IEQ concerns.

IEA can provide investigative mold/moisture assessments, proactive IEQ management, remediation design and monitoring, HVAC performance evaluations, ventilation system commissioning or re-commissioning, and healthcare infection control consulting and design.

Our IEQ work falls into the following categories:

- **Investigations.** This includes data collection, visual assessments, inspections and reporting.
- **Proactive Management.** We conduct baseline and semi-annual surveys, draft management plans, and develop training sessions.
- **Remediation Design and Monitoring.** We design and monitor remediation programs and help clients maintain compliance with building codes and standards.



Environmental Health and Safety Services

IEA has trained and experienced personnel able to assist with OSHA and EPA compliance, including employee exposure assessments, health and safety management plans, safety audits and inspections, hazardous material control and remediation, and training.

IEA's engineers, certified industrial hygienists, public health professionals, certified safety professionals, and certified playground safety inspectors have access to existing written programs, plans, management systems and proven, time-tested implementation procedures to offer a health and safety compliance team that is poised to provide cost-effective, efficient, and professional compliance services.

Environmental health and safety is a complex area that involves regulatory agencies, numerous state and federal programs and federal laws. At IEA, we offer a comprehensive safety program to include compliance plan development and implementation, training, and project management.

Listed below are some of the compliance programs we deliver to keep you up to date with OSHA/EPA/DOT regulations:

- Employee Right to Know
- ARC Flash/NFPA70E
- A Workplace Accident & Injury Reduction Program (AWAIR)/Safety Committees
- Forklift/Powered Industrial Vehicle Safety
- Hoist/Lift/Crane Safety
- Lab Safety/Chemical Hygiene
- Machine Guarding
- Job Safety Analysis
- Personal Protective Equipment
- Fall Protection
- Fleet Safety
- Welding, Cutting or Brazing
- Bloodborne Pathogens
- Lockout/Tagout
- Bleacher Safety
- Compressed Gas
- Confined Space
- Community Right to Know (CRTK)
- Electrical Safety
- Emergency Action Plan
- Emissions
- Hearing Conservation
- Integrated Pest Management
- Metal Halide Lighting Replacement
- Playground Safety
- Pool Drains and Diving Boards
- Process Safety Management
- Radon
- Respiratory Protection Program
- Underground Storage Tanks (USTs)/Aboveground Storage Tanks
- Fire Safety
- First Aid/CPR
- Infectious Waste

Appendix B

List of Services

IEA Consulting Services

Ongoing health and safety compliance is a multifaceted, complex, and resource-consuming task. Outsourcing some of these responsibilities can be an effective and efficient use of time and money. This is especially true when you use trained and experienced personnel with customized written programs, plans, management systems, and proven, time-tested implementation procedures. When you add immediate access to engineers, certified industrial hygienists, public health professionals, physicians, and toxicologists, you have a health and safety compliance team that is poised to provide you with cost effective, efficient, and professional compliance. IEA has assisted clients nationally with the following services:

- A Workplace Accident & Injury Reduction Program (AWAIR) / Safety Committees
- Air Permitting / Emissions
- Athletic Field Safety Impact Testing
Know your G-Max
- Americans with Disabilities Act (ADA)
- Asbestos
- Bleacher Safety
- Bloodborne Pathogens (BBP)
- Community Right to Know (CRTK)
- Compressed Gas
- Confined Space
- Electrical Safety/NFPA 70E
- Emergency Action/Crisis Management Plan
- Employee Right to Know (ERK)
- Ergonomics
- Fall Protection
- Fire Safety
- First Aid / CPR
- Fleet / Vehicle Safety
- Forklift Safety / Powered Industrial Vehicle Safety
- Hazardous Waste
- Hearing Conservation
- Hoist / Personnel Lift / Crane Safety
- Indoor Air Quality (IAQ)
- Infectious Waste
- Integrated Pest Management (IPM)
- Job Safety Analysis
- Lab Safety / Chemical Hygiene
- Lead
- Leadership in Energy and Environmental Design (LEED)
- Litigation
- Lockout / Tagout
- Machine Guarding
- OSHA General Industry or Construction Outreach Training
- OSHA Inspections
- OSHA Recordkeeping
- Personal Protective Equipment (PPE)
- Playground Safety and Certified Inspections
- Pool Drains and Diving Boards
- Process Safety Management
- Radon
- Respiratory Protection Program
- Storage Tank (USTs/ASTs) Removal Assistance
- Ventilation System Assessment
- Welding, Cutting, or Brazing



Appendix C

General Conditions

General Conditions

The word “Consultant” refers to the Institute for Environmental Assessment (“IEA”), the contracting company is referred to as the “Client”. Client agrees to be bound by these General Conditions by accepting the Proposal and engaging Consultant.

The Agreement with you, the Client, is comprised of this Agreement and accompanying written proposal.

1. Scope of Work

Consultant will furnish and perform the professional services specified in Consultant’s proposal (the “Proposal”). The services as set forth in the Proposal (the “Services”) will be provided by Consultant’s personnel at the location of the Client (the “Site”) (hereinafter referred to as the “Project”). If any portion of the Proposal is inconsistent with this Agreement, the terms of this Agreement shall control:

Consultant’s obligation to perform the Services shall terminate upon delivery of a final report within 45 days of Project completion.

In addition to the Proposal, Consultant and Client agree as follows:

A. Right of Access

Unless otherwise agreed in writing, Client will furnish Consultant with right-of-access to the Site and accurate information necessary to conduct the Services, as requested by Consultant.

B. Confidential & Proprietary Information

The Consultant and Client agree not to disclose to others or use any confidential or proprietary information or trade secrets of the other, which may become known to each prior to, during or after the performance of this Agreement without the prior written consent of the other. “Confidential or propriety information” and “trade secrets” shall mean any information about the other which is neither publicly known nor legally accessible to the other parties from third parties. Prior to the disclosure of any such confidential or proprietary information or trade secrets, each shall obtain the written approval of the other.

C. General

Consultant warrants that the Services it performs under this Agreement will be performed with the care and skill ordinarily exercised by reputable members of its profession practicing under similar conditions during the period of this Agreement and in the same or similar locality. The AIHA-certified IEA laboratory will perform PCM analysis if specified. Other field PCM analysis will be completed by laboratory-approved field technicians, generally under AAR Guidelines.

2. Payment for Services

A. Fee Schedule & Maximum Costs

The fee schedule in the Proposal specifies the amounts due to Consultant from Client for its Services performed under this Agreement.

B. Schedule of Payment

Invoices will be submitted to Client once a month for services performed during the prior month. Payment to Consultant is due upon presentation to Client, and past due after thirty (30) days of receipt of the invoice, in which case a service fee of 1.5% monthly shall be added to the invoice, unless specifically arranged otherwise by Consultant and communicated in writing. Client reserves the right to question any item on any invoice and Consultant agrees, upon Client’s request, to supply such documentation as is necessary to reasonably justify such invoice amount to Client’s reasonable satisfaction. Client agrees to pay Consultant any costs of collection including reasonable attorneys’ fees and costs if payment for Services are not made when due.

C. Expert Fee Expenses

If Client requests Consultant to participate on behalf of Client in litigation regarding the subject matter of this Agreement, Client agrees to pay all of Consultant’s expenses arising therefrom at the prevailing rate for Consultant’s time plus out-of-pocket costs and expenses, including reasonable attorney fees incurred by Consultant in conjunction with the participation.

3. Indemnity & Insurance

A. Indemnity

Consultant shall indemnify and hold harmless Client against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Consultant, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Consultant, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Consultant’s proportion of the total fault which directly caused the damages. Client shall indemnify and hold harmless Consultant against losses, damages and claims, demands, actions, costs (including reasonable attorney fees), and fines of any kind resulting from any breach of this Agreement by Client, its employees, agents, subcontractors or licensees, of their obligation under this Agreement, or from any negligence or misconduct by Client, its employees, agents, subcontractors or licensees, but only for the proportion of damages which is equal to Client’s proportion of the total fault which directly caused the damages.

B. Limitation of Liability

EXCEPT AS EXPRESSLY SET FORTH IN SECTION 1(C) HEREOF, CONSULTANT DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL EITHER CONSULTANT OR CLIENT BE LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES OF ANY KIND WHETHER FOR BREACH OF ANY WARRANTY, FOR BREACH OR REPUDIATION OF ANY OTHER TERM OR CONDITION OF THIS AGREEMENT, FOR NEGLIGENCE ON THE BASIS OF STRICT LIABILITY OR OTHERWISE.

General Conditions (cont'd)

C. Insurance

(1) Consultant carries coverage and limits of liability insurance as follows:

- (a) Workers Compensation with statutory limits.
- (b) Employers' Liability with a minimum policy limit of \$1,000,000.00.
- (c) Comprehensive General Liability with the following coverage:
 - I. Limit \$1,000,000.00 per occurrence
 - II. \$2,000,000.00 general aggregate
 - III. \$2,000,000.00 products completed/ operations aggregate
 - IV. \$1,000,000.00 personal and advertising injury
 - V. \$300,000.00 fire Damage (any one fire)
 - VI. \$25,000.00 medical expenses (any one person)
- (d) Automobile insurance covering all owned, non-owned or hired automobiles used in connection with the work covering bodily injury and property damage with a minimum combined occurrence limit of \$1,000,000.00
- (e) Professional Liability (claims made) with the following coverage:
\$1,000,000.00 per occurrence
- (f) Contractor Pollution Liability (claims made):
\$1,000,000.00 each occurrence
- (g) Umbrella Liability.
\$5,000,000.00 each occurrence

(2) Client (or Owner if applicable), Subcontractors and Agents agree to provide Consultant, upon request, Certificate(s) of Insurance signed by the insurer evidencing insurance for premise liability, general liability, auto and workers comp. equal or greater than those limits carried by the Consultant.

(3) Consultant shall promptly deliver to Client (or Owner if applicable), upon request, certificate(s) of insurance signed by the insurer for the policies described in (3) (C) above, or certified copies of such insurance policies indicating the existence of such coverage. IEA must be listed as both certificate holder and insured, or additional insured on each certificate of insurance.

4. Assignment

This Agreement shall not be assigned by Consultant without prior written consent of the Client.

5. Independent Contractor

Consultant is an independent Contractor and shall not be considered an employee, partner or joint venturer of the Client for any purpose.

6. Restriction to hire employees of Consultant

Client agrees to refrain from hiring, contracting, or retaining the services of Consultant's employees during or within 12 months after the termination of Consultant's services. If Client hires an employee of Consultant in violation of this Section 6 without Consultant's written consent, Client shall pay Consultant a placement fee equal to twenty-five percent (25%) of such employee's annual wages.

7. Notices

Any notice under this Agreement shall be in writing and shall be deemed to be properly given when delivered to an officer of Client or the Consultant's Chief Financial Officer, as the case may be, at their addresses as set forth in the Proposal. The courts located in the State of Minnesota shall have exclusive jurisdiction in any actions commenced by Consultant or Client in connection with this Agreement, the Project or the Services.

8. Applicable Law

This Agreement shall be governed by and construed under the laws of the State of Minnesota. Parties agree to participate in pre-suit mediation prior to commencement of an action.

9. Extent of Agreement

This Agreement, together with the Proposal, represents the entire Agreement between Client and Consultant, and supersedes all prior obligations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument, dated and executed by both Client and Consultant.

10. Termination

Upon completion of the Project, Consultant will, at Client's request, deliver to Client or its designee all records, documents or materials in its possession or control of Consultant which are owned by Client. The obligations and provisions of Sections 1B, 2, 3, 5, 6 and 10 shall survive completion of the Project or termination of this Agreement.